

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CENTAURI SHIPPING LTD., : 07 CIV 4761 (KMK)
Plaintiff, : ECF CASE
- against - :
WESTERN BULK CARRIERS KS, WESTERN :
BULK CARRIERS AS, and WESTERN BULK AS, :
Defendants. :
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**DECLARATION OF SARA GILLINGHAM AUKNER
PURSUANT TO 28 UNITED STATES CODE SECTION 1746**

SARA GILLINGHAM AUKNER hereby declares as follows:

1. I am in-house Legal Counsel of Western Bulk Carriers A/S, the managing partner of the Defendant herein, Western Bulk Carriers K/S ("WBC").
2. I would like to add some additional information to my First Declaration dated 9 August 2007 and I make this Second Declaration in support of WBC's Motion to Vacate Maritime Attachment and to Dismiss Verified Complaint.
3. WBC has been a member¹ of the Norwegian Futures and Options Clearing House² ("NOS") since 2003. NOS clears Forward Freight Agreements (FFAs) traded on the International Maritime Exchange³ ("Imarex") in Oslo, Norway. It is a requirement of membership of NOS that cash collateral is provided by way of a Margin and Settlement Account Agreement⁴.
4. I attach as Exhibit 1 a copy of the Margin and Settlement Account Agreement dated 28 March 2003 entered into between NOS and WBC. You will see from paragraphs 2 to 4 of this

¹ See members list <http://prod.nos.no/freight/memberlist.html>

² <http://www.nos.no/>

³ <http://www.imarex.com>

⁴ See Rulebook and Agreements at <http://prod.nos.no/freight/documents.html>

Agreement that NOS has established a deposit account with a Settlement Bank and that the Settlement Bank then establishes a sub-account for each Clearing Member. The Clearing Member must deposit funds in the Sub-account to provide for margin calls in the form of cash collateral.

5. NOS's Settlement Bank is DnB NOR in New York. NOS established the Sub-account for WBC at DnB NOR in New York and WBC has maintained funds in that Sub-account since January 2004. WBC receives monthly statements in respect of that Sub-account. I attach as Exhibit 2 a copy of the Account Statement for June 2007.

6. WBC bears all risk of loss with respect to the funds held in that account (see paragraph 6 of Exhibit 1). The Margin and Settlement Account Agreement is governed by New York law (see paragraph 18 of Exhibit 1).

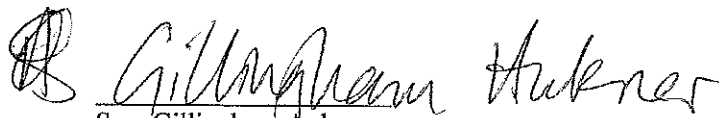
7. In sum, I can state unequivocally that on the date that this action was commenced by Plaintiff, Centauri, WBC had a presence in the State of New York (and in the Southern District of New York, which I am advised includes Manhattan) by virtue of its regular business dealings in New York as well as by virtue of maintaining a bank account in the Southern District of New York, and in particular because it had previously registered to conduct business within the state, appointed a registered agent for service of process, and consented to the exercise of personal jurisdiction over it in the courts of the State of New York.

8. Thus, to the extent that Centauri was seeking to obtain jurisdiction over WBC with regard to the claims alleged in its Verified Complaint filed on June 5, 2007 it could have easily done so by serving process on WBC's agent for service of process in Manhattan, without

resorting to the attachment of WBC's property.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

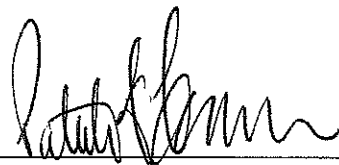
Executed this 4th day of September, 2007 at Oslo, Norway.


Sara Gillingham Aukner

AFFIRMATION OF SERVICE

I hereby certify that on September 4, 2007, a copy of the foregoing Declaration of Sara Gillingham-Aukner was filed on the Court's electronic case filing system and thus made available to all counsel of record and was otherwise served by fax, e-mail or regular mail upon the following:

Kirk M. Lyons, Esq.
Lyons & Flood, LLP
65 W. 36th Street, 7th Floor
New York, NY 10018

A handwritten signature in black ink, appearing to read "Patrick F. Lennon", written over a horizontal line.

Patrick F. Lennon